



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Handyman Exchange, Inc.

File: B-224188

Date: January 7, 1987

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### DIGEST

1. Doubt as to when protester should have known its basis for protest is resolved in favor of protester for timeliness purposes.

2. Where the invitation for bids requires unit and extended prices for every line item including those for 2 option years which were included in the evaluation, the protester's omission of the unit and extended prices for one line item in the second option year renders the bid nonresponsive and not subject to correction as an apparent clerical mistake because no consistent pattern of pricing in the bid exists to establish both the existence of error and the intended bid.

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### DECISION

Handyman Exchange, Inc. (Handyman), protests the rejection of its apparent low bid submitted in response to invitation for bids (IFB) No. F38610-86-B-0022, issued by the Department of the Air Force for custodial services. Handyman contends that the Air Force improperly determined its bid to be nonresponsive because it did not provide a unit and extended price for a second-year option line item and that Handyman should have been allowed to correct this obvious clerical mistake in its bid.

We deny the protest.

The solicitation required unit prices (monthly) and extended prices (annual) for a base year of services plus 2 option years and stated that the evaluation would be made by adding the total prices for the option years to the total price for the base year. Twenty-seven bids were received and opened on August 15, 1986. Handyman was the apparent low bidder when its bid prices were evaluated in accordance with the IFB provision. There were, however, many minor mathematical errors occurring in the extension of Handyman's unit prices to

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the extended prices and the bid provided no unit or extended price for a line item for data processing services (item 19) in the schedule for the second option year. The contracting officer determined that a mistake had been made (omission of a price for line item 19) but that the actual intended bid could not be determined. Accordingly, the contracting officer rejected Handyman's bid as nonresponsive since all line items were not priced.

The Air Force contends that Handyman's protest is untimely, because Handyman was informed on August 26, 1986, that its bid was considered nonresponsive, but Handyman did not protest until September 19 -- more than 10 days after Handyman should have known its basis of protest. In response, Handyman contends that it was led to believe that the Air Force was considering whether the bid could be corrected and had advised Handyman that it would be able to have a discussion with Air Force personnel about the issue on September 17. According to Handyman, when no discussion with the Air Force was held on that date, Handyman became concerned that the Air Force was not going to consider its bid responsive and it filed its protest with our Office by letter of September 19 (received in our Office on September 22).

We consider the protest to be timely in accordance with section 21.2(a)(2) of our Bid Protest Regulations (4 C.F.R. part 21 (1986)), because we resolve doubt surrounding timeliness of a protest in favor of the protester. See Bancraft Investors, B-219915, Nov. 18, 1985, 85-2 CPD ¶ 564 at 3. Here, it is unclear when Handyman should have known that it would not be allowed to correct the omission in its bid. Therefore, we will consider the protest on its merits.

As the Air Force concedes that a mistake was made in Handyman's bid, we need not discuss this aspect of the protest further. This leaves for resolution the issues whether the bid was responsive and whether the mistake may be corrected.

To be responsive, a bid must reflect an unequivocal offer to provide the exact item or service called for in the IFB so that acceptance of the bid will bind the contractor to perform strictly in accordance with the IFB's material terms and conditions. Spectrum Communications, B-220805, Jan. 15, 1986, 86-1 CPD ¶ 49. Responsiveness must be determined as of the time of bid opening and, in general, solely from the face of the bid and materials submitted with the bid. Emerson Electric Co., B-221827.2, June 4, 1986, 86-1 CPD ¶ 521. Also, as a general rule, a bid must be rejected as nonresponsive when a bidder fails to submit a price for

every item required by the IFB and a nonresponsive bid may not be corrected after bid opening. PNM Construction Inc., B-218643, Sept. 4, 1985, 85-2 CPD ¶ 265. There is, however, a recognized exception to the general rule under which a price omission may be corrected if the bid, as submitted, indicates not only that a mistake was made and how it was made but also the intended price for the bid item. Id. This exception applies where there is a consistent pattern of pricing in the bid itself that establishes both the error and the intended bid, United Food Services, 65 Comp. Gen. 167 (1985), 85-2 CPD ¶ 727. To hold otherwise would convert an obvious clerical error of omission to a matter of responsiveness. Id.

In our view, the error and the intended bid price for line item 19 in the second option year cannot be ascertained from the bid itself. While many of the base year prices were increased by 5 percent for the first option year and again for the second option year, many other individual option prices were increased by other percentages, and some line item prices were not increased at all between the basic contract and the option for the second year. Accordingly, there is no pattern that we can discern in Handyman's overall pricing scheme. Furthermore, concerning the line item in question, Handyman's unit price for the base year data processing was \$201.24, and its extended price was \$2,414.88. Both of these prices were increased by 5 percent for the first option year resulting in a unit price of \$211.30, and an extended price of \$2,535.62. If Handyman had intended to increase those prices by an additional 5 percent for the second option year, the unit price for data processing would have been \$221.87, and the extended line item price would have been \$2,662.44. If this extended price is added to Handyman's total (\$371,407.69) for the second option year, the recalculated second option year total would be \$374,070.13, which would increase Handyman's total for all 3 years to \$1,062,822.60. Thus, Handyman's recalculated bid of \$1,062,822.60 would be \$628.56 more than the 3-year total price of the next low bidder which is \$1,062,194.04, and Handyman would no longer be in line for award.

Handyman, argues that the correction of its "clerical mistake" would not require an increase in its total price. As we understand Handyman's argument in this regard, the price attributable to line item 19 was "spread across the rest of the items" for the second option year. However, Handyman's bid contained no monetary figure for line item 19 in the space for either the unit or the extended price, nor did the bid contain any indication that Handyman had included its charge for the data processing services in its other line

item prices. Accordingly, Handyman's bid contained no indication that Handyman was aware of and willing to perform the line item 19 services in the second option year, and, as indicated above, such a bid is nonresponsive. See Grumman Aerospace Corp., 64 Comp. Gen. 553,556 (1985), 85-1 CPD ¶ 596 at 5.

We conclude that Handyman has not shown that the exception to the general rule that a bid must be rejected as nonresponsive if it fails to provide a price for every item required by the IFB should have been applied here since the contracting officer could not determine the intended price for the omitted item. In these circumstances, we have no basis to question the reasonableness of the contracting officer's decision that the evidence was not sufficient to meet the clear and convincing standard to allow the omitted price to be corrected. Fortec Constructors, B-203190.2, Sept. 29, 1981, 81-2 CPD ¶ 264.

The protest is denied.

*for Seymour Efron*  
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General Counsel